

Exhibit A

协议书

甲方：岳新 XIN YUE (护照号 SC7280667)

罗翔 STEWART LOR (护照号 503489533)

乙方：李义生 YISHENG LI (护照号 E53301195)

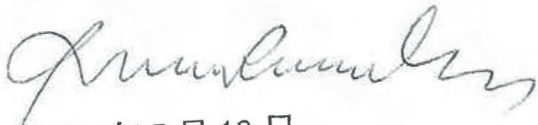
甲乙双方经友好协商，一致同意与 2016 年 5 月 18 日在南京签署本协议
书，条款如下：

1. 若 FANZ CO., LTD. (以下简称“公司”)A 轮融资失败，致使公司的运营计划无法进行，甲方(公司的创始人股东岳新和罗翔)同意将乙方投资于公司的 50 万美元，在该笔投资款到帐 24 个月后的第一周内全款返还给乙方，由岳新和罗翔各承担 50%。
2. 如果公司 A 轮融资失败，但公司仍然可以继续运营下去，且出售给第三方，乙方的收益参照公司与乙方所签署的股权认购协议 (SECURITY PURCHASE AGREEMENT) 中的 4.10 (d) 执行。
3. 甲方岳新和罗翔保证，乙方投资 50 万美元后所拥有公司 4% 的股份，无论在任何情况下，在公司 IPO 上市前不被稀释，具体参照公司与乙方所签署的股权认购协议 (SECURITY PURCHASE AGREEMENT) 中的 4.10 (b) 执行。
4. 本协议一式叁分，甲方持有俩份，乙方持有壹份，具有同等法律效力。

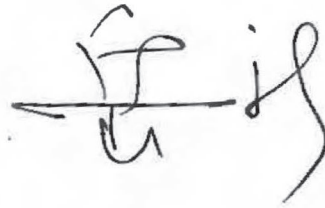
以下无正文，为签署页

A handwritten signature in black ink, appearing to be a stylized 'G' or 'S' with a horizontal line through it, located at the bottom center of the page.

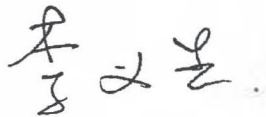
甲方签字:



2016年5月18日



乙方签字:



2016年5月18日

The agreement

Party A : XIN YUE (Passport Number: SC7280667)

STEWART LOR (Passport Number: 503489533)

Party B: YISHENG LI (Passport Number: E53301195)

After friendly negotiation, the Parties agreed to sign this Agreement in Nanjing on May 18, 2016 with the following terms :

1. If FANZ. CO., LTD. (hereinafter “the Company”) failed in Series A Financing so that the Company’s business operation plan cannot proceed, Party A (XIN YUE and STEWART LOR, founders of the Company) consents to fully refund Party B’s 500,000 USD investment to Party B at the first week after 24 months posting Party A’s receipt of this investment, and XIN YUE and STEWART LOR each bears 50%.
2. If the Company failed to get Series A Financing, but the Company can still be operated and sold to third parties, then the revenue of Party B should be calculated under Article 4.10 (d) of the Equity Subscription Agreement (SECURITY PURCHASE AGREEMENT) executed by Party B and the Company.
3. Party A (XIN YUE and STEWART LOR) warrant that the 4% of shares owned by Party B after its investment of 500,000 USD, regardless in any circumstances, should never subject to any dilution prior to the initial public

offering (IPO) of the Company. For details, this clause should be applied by following Section 4.10 (b) of the Equity Subscription Agreement (SECURITY PURCHASE AGREEMENT) executed between the Company and Party B.

4. This agreement is made in triplicate with Party A holding two and Party B holding one, each of which has same legal effect.

Signature Page, No Context

Party A :

May 18, 2016

Party B:

May 18, 2016